

# **Puget Sound Action Team**

## **Request for Qualifications and Quotations Professional Services Contract**

**January 30, 2006**

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# I. INTRODUCTION

## Overview

The Puget Sound Action Team (Action Team) is seeking qualifications of firms interested in conducting qualitative and quantitative communications research, developing an initial communications and education plan and materials, and providing ongoing communications advice in support of a major environmental effort for Puget Sound.

The chosen firm will enter into a Personal Services Contract with the Action Team, one of the entities helping staff the Puget Sound Partnership group. The Action Team is a government partnership that develops, coordinates and helps implement Washington State's environmental agenda for Puget Sound. The Action Team includes a chair appointed by the Governor, directors from 10 state agencies, representatives from tribal, federal and local governments, and a technical support staff. [www.psat.wa.gov](http://www.psat.wa.gov)

The contract shall not exceed \$175,000.

A summary of the Scope of Work includes the following deliverables:

- a) **Communications Research:** Conduct primary research including stakeholder interviews, focus groups and scientifically valid public opinion surveys. Conduct secondary research including reviewing existing communications and education research in the Puget Sound region, as well as evaluating results of similar ecosystem restoration initiatives around the country.
- b) **Communications and Education Plan and Materials:** Using the research, create a Communications and Education Plan that includes target audiences, recommended communication and education methods, message development, a way to measure results, and sample materials (logo, print materials, web design, slogans, taglines, etc.)
- c) **Interim Communications Advice and Support:** Provide advice and support for interim communication and education efforts during the research and development period.

The chosen firm will be solely responsible for the work, although it may subcontract parts of this project as appropriate.

The chosen firm will work with a small advisory committee of area communication professionals convened by the Action Team.

## Background on the Issues

Work conducted through this RFQQ will help shape and support a major environmental initiative to have us well on our way to cleaning up, protecting and restoring Puget Sound by 2020. While areas of the Sound are healthy, recent growth and development in the region are stressing the system. Puget Sound has significant challenges, from water pollution and sediments laden with toxic pollutants to sharp declines in populations of salmon, orcas, marine birds and rockfish. A steady loss of habitat, alarming declines in some fish and wildlife populations, and closures of shellfish beds are signs that the very best of Puget Sound is threatened.

## **An Effort for Puget Sound**

Recognizing that reaching the goal of a healthy Puget Sound means dramatically increasing the scale and intensity of efforts, the Governor unveiled a major environmental effort for the Sound in December 2005. The effort currently has three main elements:

- A strategy to engage key leaders in identifying policy and funding solutions, public and education involvement efforts, and better coordination of scientific work through a Puget Sound Partnership;
- A \$42 million supplemental budget proposal for 2006; and
- Key policy legislation for 2006.

## **Puget Sound Partnership**

To help achieve her vision of broadly shared stewardship, the Governor enlisted some of the region's leading citizens to form the nucleus of a new public/private entity—the Puget Sound Partnership. Initial recommendations from the Partnership are expected by June 15, 2006, with more complete recommendations by October 2006.

Specifically, the Partnership is charged with:

1. Develop recommendations for the Legislature, Congress and the Governor to preserve the environmental health, goods and services needed by the year 2020 to ensure that the Puget Sound's marine and freshwaters will be able to support healthy populations of the native species, as well as water quality and quantity to support both human needs and ecosystem functions.
2. Engage citizens, watershed groups, businesses, the environmental community, and tribal, local, state and federal governments, in a broad public education effort and enlist their help in developing the recommendations. These should support implementation of the 14 community-based watershed salmon plans and the Puget Sound Conservation and Recovery Plan, provide increased accountability for meeting our goals, and help integrate salmon recovery with the other efforts to protect and restore the Sound.
3. Assess the existing organizational structures that work to protect and restore the Puget Sound's fresh and marine watersheds, as well as those involved in the recovery of salmon, orca, and other threatened species. Recommend a structure for an ongoing public-private partnership to steward the ecosystem back to health and protect it over the long-term.
4. Review current and potential funding sources to provide for the protection and restoration of this ecosystem and, where possible, recommend the priority of expenditures to achieve the desired 2020 outcomes.
5. Recommend how broad-based scientific knowledge/current capacity should be organized and applied in order to inform policies and assist in setting/meeting goals.

## **II. SCOPE OF WORK**

### **Purpose**

The communications research and public relations services in this RFQQ are being sought to assist the Partnership in carrying out its second charge (highlighted on the previous page). Communications research will assist the Partnership and other decision-makers in drafting policy objectives that are fully informed by the experience and most current thinking of some of the region's key leaders and stakeholders as well as the general public in the Puget Sound region. This research will allow decision-makers to gain a clearer, baseline understanding of the political and civic landscape in which the communications and education effort must take place.

### **Goals**

The immediate communication goals of this effort may change as the policy goals for the Sound's restoration and recovery become clearer. At this stage, the communication goals are:

- Build a climate of support for the Partnership's 2020 action agenda and the rest of the recommendations.
- Build greater recognition (locally, regionally and nationally) about the perils facing Puget Sound, its national significance, solutions underway, and about what still needs to be done to ensure recovery. Create broad excitement and support for saving Puget Sound.
- Provide citizens and the business community tangible opportunities and specific actions that allow them to participate in the solutions and have ownership over the outcomes.

In the future, it is hoped the research and other communications work conducted through this RFQQ will result in the development of a strategic, long-term communications and education effort aimed at recovering Puget Sound. It is anticipated this sustained effort would draw to the Sound the same kind of regional and national attention and resources that other large-scale restoration initiatives such as the Chesapeake Bay and the Everglades have gained.

Longer term communication goals include:

- Develop social marketing strategies and education efforts designed to change citizen behavior and show at least initial environmental improvements by 2020.

### **Summary of Deliverables**

- a) Communications Research
- b) Communications/Education Plan and Materials
- c) Interim Communications Advice and Support

## **A. COMMUNICATIONS RESEARCH**

### **I. Opinion Leader and Stakeholder Research**

Through in-depth, in-person or phone interviews, solicit the views of a broad range of opinion leaders and stakeholders in many different segments of influence (government, civic, political, business, scientific, conservation communities, etc.) on problems and potential solutions facing Puget Sound and the best ways to frame those issues so they will be understood by the audiences the opinion leaders/stakeholders represent.

Also, solicit stakeholder views on perceived barriers to recovery success thus far, stakeholder perception of the political and civic landscape as it relates to the restoration of Puget Sound, and other potential conflicting interests and key questions that must be answered to gain support so that real change can happen.

The interviews will be conducted primarily with local and regional leaders, but also with a smaller number of targeted national leaders. No process has been put in place to select the stakeholders yet, however, both familiar and new voices should be heard. It will be valuable to gauge the views of well-known Puget Sound advocates as well as those who may not have been engaged in Puget Sound health discussions before.

#### **Summary**

- Identify leaders who have both a stake and influence in the recovery of Puget Sound.
- By way of interviews and other information-gathering, determine where the identified leaders stand on issues pertaining to the Sound's health and recovery; learn what they need to know in order for them to fully understand the seriousness of the Sound's current status; and then learn what it would take for them to either support recovery efforts or to take recovery actions themselves.

### **II. Baseline Public Opinion Research**

Simultaneous to the stakeholder interviews, conduct public opinion surveys and focus groups within the 12 counties that touch the Sound to build a much fuller understanding of the public's attitudes and perceptions toward the Sound, the messages that would most effectively influence their attitudes and behaviors, and policies that would garner their greatest support for real, on-the-ground change. As with the results from the stakeholder interviews, this research will be used to both inform the Partnership's ongoing development of final policy objectives and to begin the process of message creation and the crafting of a full-fledged communications/education strategy.

#### **Summary**

- Determine baseline perceptions of the Sound and the various ways people value the Sound, relate to it, and care about it. Specific research questions will be closely linked with the preliminary list of substantive issues being considered by the Partnership. Types of questions related to substantive issues might include:
  - What about Puget Sound health really matters?
  - What are the most pressing issues surrounding the Sound (unaided)?
  - What are perceived barriers to success?

- Why is the Sound important: What are the values that we as a community share around the Sound?
- Do people understand how government programs are affecting Puget Sound health?
- Do they see the relationship between individual action and Puget Sound health?
- Where does the Sound rank in relationship to other kinds of issues, both environmental and non-environmental? (The goal is not to show how little people care about the Sound, but to understand how it fits into the broader civic landscape and people's hopes and concerns for the future.)
- Gauge general citizen awareness of problems and activities to date (for baseline comparison purposes).
- Determine if perceptions vary by city, county or by larger geographic region (helps to define target audiences and to customize communications strategies if necessary).

### **III. Review Existing Regional Communications & Education Research**

Gather and review existing research from the Puget Sound area that may have been done by governments, the conservation community or others on public attitudes, perceptions and behaviors surrounding Puget Sound and its health, particularly as they relate to pollution entering the Sound and restoration efforts. Analyze relevant information, trends, and lessons learned.

#### **Summary**

- Gather existing data on public attitudes and environmental behavior about the Sound's health and recovery from governments, conservation groups and others.

### **IV. Review Communications & Education Work of Other Ecosystem Efforts**

Gather and review findings (if available) from communications and education efforts of other regional ecosystem restoration initiatives in the country such as Chesapeake Bay, the Everglades, the America's Wetlands Campaign, the Great Lakes Campaign and others. If findings are not available, seek to evaluate a representative sample of efforts from similar ecosystem restoration initiatives. Analyze relevant information, trends and lessons learned.

#### **Summary**

- Gather existing data and conduct telephone interviews with applicable personnel from a limited number of other large-scale regional ecosystem restoration initiatives in the country to find trends or lessons learned in communications and education efforts, particularly as they relate to measurable outcomes.

## **B. COMMUNICATIONS & EDUCATION PLAN & MATERIALS**

### **I. Create Strategic Communications/Education Plan and Budget Projections**

Use the research results—coupled with the initial policy recommendations due on June 15, 2006—to create a Strategic Communications and Education Plan to carry efforts through the end of 2007, with general recommendations about further activities through 2020. Include detailed budget projections through the end of 2007 with general estimates through 2020.

- **A note on budget projections through 2007:** The chosen firm should provide at least three different budget scenarios through 2007. The first should signify the absolute bare minimum the Partnership could spend in order to achieve actual results (based on the initial policy recommendations due June 15, 2006, and results from the research). The other two projections should build on the minimum amount and should also be results-oriented.

## **II. Test messages, create materials**

Once the plan is complete, conduct additional limited research if necessary (e.g. focus groups) to craft and test items associated with this public involvement effort such as themes, taglines and logos. Also test specific messages and actions as they relate to initial policy recommendations due June 15, 2006. Work includes identifying target audiences, communication vehicles and education methods, developing messages, providing for a way to measure results, and creating a set of sample materials (logo, print materials, web design, slogans, taglines, etc.).

- **Shifting gears on goals:** As noted earlier, the initial goals of this effort are to create awareness of the problem in the immediate Puget Sound region, build a climate of support for decision-makers, and provide early opportunities for citizens and the private sector to take action and feel involved. As the public involvement effort progresses into 2007, efforts should at least partially focus on techniques such as community-based social marketing that support sustainable behavior change by businesses, governments and the general public—a process that takes years to see results. And, overall communication and education efforts may expand to target national attention and resources.

## **C. INTERIM COMMUNICATIONS ADVICE AND SUPPORT**

### **Provide Advice and Support for Interim Communications Efforts**

Provide advice and support to communications professionals working with Puget Sound health issues for public relations and media relations strategies and tactics that should be focused on during this time of research and planning. Advice and support are defined to mean the chosen firm should 1) review and comment on the current communications plan and suite of activities and, 2) provide advice and staff support upon request for ongoing strategies and tactics related to media relations and public relations.

## **III. ESTIMATED SCHEDULE**

The selected firm will deliver all final research materials and reports, communication and education plans and samples (logos, messages graphic images, print-ready advertisements, video tapes, CDs, posters, etc.) to the Action Team formatted and completed in a manner that the Action Team and its partners will have the maximum use of the materials.

The selected firm will also report, in writing to the Action Team, any problems, delays or adverse conditions that will affect their ability to deliver work products to meet project

objectives according to the schedule defined in the Personal Services Contract. A statement of actions taken or contemplated by the chosen firm and any Action Team assistance needed to resolve the situation shall accompany any such disclosure.

The following schedule is meant to be a general outline for project development. It will be adjusted as necessary at an initial meeting with the Action Team. Only key dates are listed. Shaded boxes are state-mandated and are not negotiable.

| Action   | Date                |
|--|---------------------|
| Request for Qualifications and Quotes due to the Action Team.  | February 13         |
| Action Team and Advisory Committee scores proposals, interviews firms, chooses firm.                 | February 13-17      |
| Action Team finalizes contract and files it with the State Office of Financial Management (OFM).     | February 21         |
| Mandatory contract approval period with OFM (10 working days).                                       | February 21-March 6 |
| Initial meeting with Action Team and Advisory Committee.   | March 6             |
| Present results of secondary research.   | March 27-31         |
| Finalize questions for primary research.   | April 3-7           |
| Present results of primary research.   | June 5-9            |
| <b>Initial recommendations due from the Puget Sound Partnership.</b>                                 | <b>June 15</b>      |
| Present draft Communications and Education Plan along with design of additional research, if needed. | June 26-30          |
| Present draft messages, budgets, images, public involvement effort themes, and supporting materials. | July 24-28          |
| Present final public involvement effort plan, budgets and materials.                                 | Aug. 28-Sept. 1     |

#### IV. FIRM/CLIENT RELATIONSHIP

The Action Team will provide a scope of work, a project manager and direction for the chosen firm. The Action Team and the chosen firm will work with an already established Advisory Committee of area communication professionals throughout the duration of the project.

##### Duration of the Project

The project shall follow the Estimated Schedule as outlined in the Personal Services Contract, but shall be completed no later than December 31, 2006.

##### Budget

The budget is not to exceed \$175,000.



### **Availability for Meetings**

The chosen firm will be available for at least seven (and possibly more) meetings in or around Seattle, Tacoma or Olympia.

## **V. RESPONSE REQUIREMENTS**

### **Inquiries**

All questions and correspondence regarding this RFQQ should be directed to:

Stephanie Lidren, RFQQ Coordinator  
Director Administrative Services  
Puget Sound Action Team  
Phone: 360-725-5441  
Email: [slidren@psat.wa.gov](mailto:slidren@psat.wa.gov)

### **Response Requirements**

**By submitting a proposal, firms are agreeing to the General Terms and Conditions shown in Exhibit A.**

To ensure consideration, the Action Team must receive responses to this RFQQ no later than **5:00 p.m. on Monday, February 13, 2006**. The Action Team reserves the right to disregard responses delivered after that time and date.

Respondents are required to submit **6 printed hard copies** of their proposal to either of the addresses listed below. Do not email your submissions. Emailed submissions will be disqualified.

U.S. Mail  
PO Box 40900  
Olympia, WA 98504-0900

Other Deliveries  
Puget Sound Action Team  
210 11th Avenue SW, Suite 401  
Olympia, WA 98501

Response material should be standard 8.5 x 11 paper size, not to exceed 6 pages printed front-to-back or 12 pages printed on one side, not including appendices. Appropriate appendix information includes resumes of the key personnel assigned to this project, firm brochures and general marketing materials, and other information the firm wishes to include that is not specifically asked for as part of this RFQQ.

In addition, respondents are required to submit **3 project examples**. All projects should be issue-oriented and preferably related to the environment. Respondents shall emphasize projects performed by key staff assigned to this project. Project samples will be scored as part of the Selection Criteria. **Project examples should be submitted in the appendices.**

As described below, the responses should be submitted in sections entitled:

- A. Management
- B. Qualifications
- C. Cost Proposal

## **A. Management**

The following information should be included in the response:

1. The full legal name, address and telephone number of the organization or individual, hereafter referred to as the “Respondent,” responding to this RFQQ.
2. Legal business structure of the Respondent, e.g., corporation, partnership, sole proprietor and include an Organizational Chart.
3. Name, title and address of each principal officer or partner of the Respondent.
4. Federal Employer Identification and, if a Washington State business, the Unified Business Identifier six-digit number of the Respondent.
5. If the Respondent, or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
6. If the Respondent’s staff or subcontractor’s staff was an employee of the State of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
7. Provide a list of names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references for which work has been accomplished and briefly describe the type of services provided. The Respondent must grant permission to the Action Team to contact the references. Do not include current Action Team staff as references. References will be contacted for the top-scoring proposal(s) only.
8. Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. This project is funded with federal funds and must therefore comply with federal regulations regarding MBE and WBE “fair share” goals and objectives.

## **B . Qualifications**

List the qualifications that you or your organization consider relevant to the Scope of Work specified in Section II. Specifically, your response should include the following:

1. Describe the Respondent's expertise in communications research, strategic communications planning, public relations, media and advertising for large-scale statewide and/or national public affairs initiatives.
2. Describe the Respondent's understanding of public policy and the civic and political landscape of the Puget Sound region, especially as it relates to natural resource issues.
3. Describe the Respondent's credibility across the political spectrum.
4. Describe the Respondent's experience working with state and federal environmental and resource agencies, local and tribal governments, private industry, conservation groups and non-governmental organizations.
5. Describe the Respondent's relevant experience with successful public awareness campaigns and successful behavior change campaigns. Indicate the actions the Respondent believes need to be used to make each type of campaign successful.
6. Give examples of successfully influencing public perceptions or attitudes about a specific issue, preferably an environmental issue.
7. Describe the Respondent's experience with the community-based social marketing method and other social marketing techniques.
8. Describe the Respondent's creative talent.
9. List the name(s) and title(s) or position(s) of the individuals who may be assigned work on this project. Indicate their involvement in relevant experiences. Include an appendix of resumes of individuals.
10. Provide a list of clients for projects completed by the Respondent during the past three years. Identify projects that required relevant experience.
11. Identify any subcontractors that may be used to work on this project. Specify what services are available in-house and contracted. Include descriptions of their experience, education, management experience and training.
12. Provide any other information or documentation that demonstrates the Respondent's qualifications to accomplish the objectives of this project.

## **C. Cost Proposal**

Provide a proposed budget as outlined in the Scope of Work for the Respondent's (and any subcontractor's) work on this project. As appropriate, list specific costs for the following (indicate overhead factor and profit factor):

- Separate categories for the following tasks:
  - Communications Research
  - Communications/Education Plan and Materials
  - Interim Communications Advice and Support
- Staff time (for each individual who may work on this project) – including the following – research activities, account supervision, creative supervision, copywriting, art direction, graphic design, media planning, production direction or other duties as needed.
- Travel expenses
- Supplies.
- Any other categories of expenses not mentioned here

## **VI. GENERAL INFORMATION**

### **Proprietary Information/Public Disclosure**

Materials submitted in response to this competitive procurement shall become the property of the Action Team.

All proposals received shall remain confidential until the contract, if any, is signed. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Action Team will consider a consultant's request for exemption from disclosure; however, the Action Team will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Respondent has been given an opportunity to seek a court injunction against the requested disclosure.

The Action Team reserves the right not to award a contract.

### **Acceptance Period**

Proposals must provide 60 days for acceptance by the Action Team from the due date for receipt of proposals.

### **Minority & Women-Owned Business Participation**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

### **Costs to Propose**

The Action Team will not be liable for any costs incurred by the consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

### **Insurance Coverage**

The Contractor shall furnish the Action Team with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements of the State of Washington.

## **VII. EVALUATION & CONTRACT AWARD**

### **Evaluation**

Action Team staff and Advisory Committee members will evaluate the responses to this RFQQ. The individuals involved in the evaluations are familiar with the goals and objectives of the Action Team for this project.

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFQQ. However, Respondents are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.

## **Selection Criteria**

Selection will be based on those responses that demonstrate the ability to perform the Scope of Work requirements outlined in this RFQQ at competitive costs. The Selection Criteria includes:

1. Proven expertise in communications research, strategic communications planning, public relations, media and advertising for large-scale statewide and/or national public affairs initiatives.
2. A strong understanding of public policy and the civic and political landscape of the Puget Sound region, especially as it relates to natural resource issues.
3. Evidence of credibility across the political spectrum.
4. Demonstrated experience working with state and federal environmental and resource agencies, local and tribal governments, private industry, conservation groups and non-governmental organizations.
5. Demonstrated experience with successful public awareness campaigns and behavior change campaigns, with explanations of the types of actions Respondent believes need to be used to be successful in both types of campaigns.
6. Evidence of successfully influencing public perceptions or attitudes about a specific issue, preferably an environmental issue.
7. Proven experience with the community-based social marketing method and other social marketing techniques.
8. Demonstrated creative talent.
9. Evidence of relevant, creative success stories as shown in the required project examples.
10. Competitiveness of Respondent's proposed billing arrangement and fee schedule.
11. Proven ability to complete projects within contracted time allowed and within contracted costs.
12. Additional experience and proven skills that the Action Team deems desirable in achieving project goals.

## **Finalist Selection**

Based on evaluation of responses against the Selection Criteria listed previously, it is the intent of the Action Team to create a short-list of a minimum of two finalists. Finalists will give oral presentations to Action Team staff and Advisory Committee members. Interviews will be scheduled between February 15 and 17, 2006. The Action Team reserves the right to make changes to the interview schedule.

## **Notification to Proposers**

Respondents whose proposals have not been selected for further negotiation or award will be notified via mail.

## **Protest Procedure**

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Respondents under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:  
A matter of bias, discrimination or conflict of interest on the part of the evaluator.  
Non-compliance with procedures described in the procurement document or Action Team policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) the Action Team's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, the Action Team will hold a protest review. The Action Team Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay. In the event a protest may affect the interest of another Respondent that submitted a proposal, such Respondent will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Action Team's action; or
- Find only technical or harmless errors in the Action Team's acquisition process and determine the Action Team to be in substantial compliance and reject the protest; or

- Find merit in the protest and provide the Action Team options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the Action Team determines that the protest is without merit, the Action Team will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**See General Terms and Conditions, next page**

**IMPORTANT: By submitting a proposal, firms are agreeing to the General Terms and Conditions shown in Exhibit A.**



## VIII. EXHIBIT A. GENERAL TERMS AND CONDITIONS

A. CONTRACT SCOPE & INTERPRETATION - The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties. Any inconsistencies shall be resolved according to: first, applicable federal and state law; and second, the terms of this contract.

B. COORDINATION WITH APPLICATION PROCESS - All contractual terms, including the "General Terms and Conditions," were made available to the Contractor electronically and, if requested, on paper, as part of the funding application process. The Contractor affirms by his or her signature(s) that she or he has read and understands the terms of this document. The signatures of the parties shall indicate conclusively that the terms of this provision have been met.

C. CONTRACTOR NOT EMPLOYEE OF THE AGENCY - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor, consistent with the terms of this Contract.

D. NON DISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and applicable state nondiscrimination laws, regulations and policies including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, 42 USC 1201 and Washington's Law Against Discrimination, Chapter 49.60 RCW.

In the event the Contractor or Subcontractor does not, or refuses to, comply with any nondiscrimination law, regulation or policy, this agreement may be rescinded, cancelled or terminated per Section IV.S, Termination for Cause, in whole or in part, and the Contractor may be declared ineligible for future contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved using the procedure in Section IV.R, Disputes.

E. INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State, any of its agencies and all State officials, agents and employees, from and against all claims, including but not limited to, claims for injuries, property damage, or death arising out of or resulting from the performance of the contract or any related subcontract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent the claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

F. COVENANT AGAINST CONTINGENT FEES - The Contractor guarantees that it has not retained any person or agency to solicit or secure this contract by use of any agreement for commission, percentage, brokerage or contingent fee. The Contractor's employees or established agent, who are maintained for the purpose of securing business, are excluded from this covenant. The Agency has the right, in the event of any breach of this clause, to terminate this contract using the procedures laid out in Section IV.U, "Termination Procedure," without liability or, in its discretion, to deduct from the contract

price, or recover by other means, the full amount of such commission, percentage, brokerage or contingent fee.

G. CONFLICT OF INTEREST - The Agency may terminate this contract according to Section IV.U, Termination Procedure, if it finds after a proper inquiry that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, Chapter 42.22 RCW; or any similar statute involving the Contractor in the procurement or performance of this contract.

**In the event the Agency terminates this contract, the Agency is entitled to pursue the same remedies against the Contractor as it could pursue if the Contractor breached the contract. The rights and remedies provided for the Agency in this clause do not exclude, and are in addition to, any other rights and remedies provided by law. The facts upon which the Agency makes any determination under this clause may be reviewed as provided in Section IV.R, Disputes.**

H. TREATMENT OF ASSETS - All reference to the Contractor under this clause includes any of his/her employees, agents or subcontractors.

1. The Agency retains title to all property furnished for use by the Contractor. Where the Contractor is entitled to be reimbursed for an item of cost under the terms of this contract, title to that property vests in the Agency upon delivery of the item. Title to other property, the cost of which is reimbursable to the Contractor under the contract, vests in the Agency upon (i) issuance for use in the performance of this contract, or (ii) commencement of use in the performance of this contract, or (iii) reimbursement of the property's cost by the Agency in whole or in part, whichever occurs first. Title to property, the cost of which was reimbursed to the Contractor under this agreement, then vests in the Contractor upon satisfactory fulfillment of the Contractor's obligations under this agreement.
2. Any Agency property furnished for use by the Contractor shall be used only for performance of this contract unless otherwise provided in writing.
3. The Contractor is responsible for any loss or damage to the Agency's property that results from the Contractor's negligence or from the failure to use sound management practices to maintain and administer that property.
4. The Contractor shall notify the Agency of any loss, destruction or damage to any Agency property, and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender all Agency property, including that property the cost of which was reimbursed to the Contractor, prior to final settlement upon termination or cancellation of this contract.

I. NONASSIGNABILITY - Neither this contract, nor any claim arising under this contract, may be transferred or assigned by the Contractor without the Agency's prior written consent.

J. RETENTION AND AVAILABILITY OF RECORDS, DOCUMENTS AND REPORTS The Contractor shall maintain accounting practices, books, records, documents and other evidence of all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six years from the date of final payment. These records shall be subject at all reasonable times to inspection, review or audit by the Contract Administrator, the Agency, the Office of the State Auditor and any other federal and state officials authorized by law, regulation or contract.

K. SAFEGUARDING OF CLIENT INFORMATION - The Contractor shall not use or disclose any information concerning the Agency, or any information which may be classified as confidential pursuant to Chapter 42.17 RCW for any purpose not directly connected with the administration of this contract except (1) with prior written consent of the Agency or (2) as may be required by law.

L. OWNERSHIP OF DELIVERABLES, LICENSE TO USE - Data and other copyrightable materials that result from this Contract shall be owned by the Contractor. To the extent the materials delivered under this contract include intellectual property protected by copyright or trademark, Contractor grants Agency a license to use Deliverables as follows. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, source codes, software and/or sound reproductions. The license shall be a nonexclusive, royalty-free and irrevocable license to reproduce, distribute, display, perform, sublicense and adapt any Deliverable, in whole or in part, for any and all purposes, in perpetuity, in any media now known or created in the future, within the State of Washington. The parties agree that the price paid under this Contract for the Deliverables and services contracted for, reflects the license granted in this clause.

Contractor represents and warrants that it owns all rights in the licensed material and agrees to indemnify the agency against any third party claims of copyright infringement. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon any Deliverable by the Contractor.

M. LICENSING, ACCREDITATION AND REGISTRATION STANDARDS - The Contractor shall comply with all applicable local, state and federal licensing, accreditation and registration standards and requirements necessary for the performance of this contract.

N. INDUSTRIAL INSURANCE COVERAGE - All individuals performing work under this Contract shall be covered by industrial insurance prior to performing work under this contract as required under Title 51.12 RCW. The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. The Agency will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, or volunteer, which might arise under the industrial insurance laws during performance of duties and services under this contract.

O. RIGHT OF FACILITY INSPECTION - The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agency or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.

P. PUBLICITY - The Contractor agrees to submit to the Agency all advertising and publicity matters which mention the Agency's name or contain language from which a connection to the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the Agency's prior written consent.

Q. AMENDMENTS, MODIFICATIONS, AND WAIVER - Only the Agent or Agent's delegate by writing, whose delegation shall be made prior to the modification, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent or the Agent's delegate.

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing and signed by the Agent as provided in this section.

R. DISPUTES - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved, either party may request a dispute hearing with the Agency Chair. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The request for a hearing must:

1. Be in writing;
2. State the disputed issues;
3. State the relative positions of the parties;
4. State the Contractor's name, address and contact number; and
5. Be mailed to the Agent and the other party's (respondent's) Contract Administrator within three (3) working days after the parties agree they can not resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the agent and the requestor within five (5) working days. The agent shall review the written statements and reply in writing to both parties within ten (10) working days. The agent may extend this period if necessary by notifying the parties.

These requests must be mailed to Bradley L. Ack, Director, Puget Sound Action Team, P.O. Box 40900, Olympia, Washington 98504-0900, within fifteen (15) days after either party receives notice of the issue(s) which she or he disputes.

S. TERMINATION FOR CAUSE - In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Bases for such termination include, but are not limited to, failure to perform as specified in Sections II & III, Section IV.D and Section IV.G. The Agency shall notify the Contractor in writing of the need to take corrective action. The Contractor shall take corrective action within 30 days of the postmark of the notice, if this time period is available, or within whatever other reasonable time period the Agency specifies. The Agency may terminate the Contract if corrective action is not taken. The Agency reserves the right to suspend all or part of the Contract, withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

T. TERMINATION FOR CONVENIENCE - The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law. Except as otherwise provided in this contract, the Agency may, by two (2) days written notice, beginning on the postmark date, terminate this contract in whole or in part when it is in the best interests of the Agency. If this contract is so terminated, the Agency shall be liable only for payment in accordance with the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

U. TERMINATION PROCEDURE - Upon termination of this contract and in addition to any other rights provided in this contract, the Agency may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been

terminated. The provisions of Section IV.H, "Treatment of Assets," shall apply to any such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services that are accepted by the Agency, and (d) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination may be resolved by use of Section IV.R, Disputes. The Agency may withhold from any amounts due to the Contractor such sum as it determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, goods, services or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agency, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times and to the extent directed by the Agency any property which, if the contract has been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agency; and
7. Take such action as may be necessary, or as the Agency may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Agency has or may acquire an interest.

V. GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of Thurston County.

W. SEVERABILITY - If any provision of this contract is held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision. Such remainder must conform to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

X. PRIVACY NOTICE - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Y. RECAPTURE - In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including attorneys' fees.

Z. PUBLIC DISCLOSURE ACT - Contractor acknowledges that the Agency is subject to RCW 42.17, the Public Disclosure Act, and that this contract shall be a public record as defined in RCW 42.17.250-.340. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with RCW 42.17, the Agency shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Agency will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain a court order enjoining disclosure, the Agency will release the requested information on the date specified.

AA. MINORITY AND WOMEN'S BUSINESS ENTERPRISE - In accordance with legislative findings and policies set forth in RCW 39.19 the Agency encourages participation by Minority and Women's Business Enterprise firms certified by OMWBE. Voluntary goals for participation may be set forth in Section III, Scope of Work. If any part of the contract, including the supply of materials or equipment, is actually subcontracted during the contract, then prior to final acceptance the contractor is encouraged to submit a statement of participation indicating what MWBE's were used and the dollar amount of their subcontracts. However, no preference will be used in the evaluation of funding applications, no minimum level of MWBE participation shall be required as a condition of receiving an award, and applications will not be rejected or considered non-responsive on that basis. There shall be no sanctions under this section.